JUL 27 '95 13:23 FROM SWB AUSTIN RATES TO 8#3149230070
President - Texas Division CUSTOMER SPEC

Southwestern Bell Telephone Company

Delles, Texas Issued: March 11, 1992 Effective: May 22, 1992

PAGE.004 CUSTOMER SPECIFIC PRICING PLAN TARIFF

Section: 2

Sheet: 3 Revision: Original Replacing

REGULATIONS

2. Liebility (Cont'd)

- When the lines of local exchange companies (LECs) are used in establishing connection to points not reached by SWBT's lines, SWBT is not liable for any act or omission of the LECs. 2.5
- SWBT is not liable for any defecement of or demage to the premises of a customer resulting from the furnishing of service components or the attachment of the service components furnished by SWBT on such premises or by the installation or removal thereof, when such defecement or damage is not the result of negligence of the agents or employees of 2.6
- The customer indemnifies and saves harmless SWBT against claims, losses or suits for injury to or death of any person or demage to any property which arises from the use, placement or presence of SWBT's network 2.7 equipment, facilities and essociated network wiring on the customer's premises.

Obligations of Customers

- All ordinary expenses of maintenance and repair of SMBT-provided facilities and network equipment will be borne by SMBT, except, if damage to or destruction of any of SMBT's facilities or network equipment is caused by the negligence or willful conduct of the customer, its submidiaries, affiliates, employees or agents; or by reasons of the equipment provided by the customer on the customer's side of the network interface. In case of damage to or destruction of any of SMBT's network equipment or facilities not due to ordinary wear and tear, the customer is held responsible for the cost of replacing 3.1 and tear, the customer is held responsible for the cost of replacing SMBT's network equipment or facilities destroyed or for the cost of restoring SMBT's equipment to its original condition. The customer is also responsible for reimbursing SHST for any less through theft of the equipment or facilities on the customer's premises.
- The customer shall provide, maintain and install all terminal equipment on the customer's side of the network interface associated with the Customer Specific Pricing Plan Service. The customer shall assure that the equipment does not cause electrical hezards to SWBT's personnel or 3 2 demage the SWBT-provided facilities or equipment. The customer-provided equipment shall meet all applicable Federal Communications Commission's (FCC) Regulations and will allow for the testing of SWBT facilities.
- Customers may not install, rearrange, disconnect, remove, or attempt to repair, or permit others to install, rearrange, disconnect, remove, or attempt to repair any wiring or network equipment associated with SMST-provided facilities, except upon the written consent of SMST.

JUL 27 '95 13:24 FROM SWB AUSTIN RATES TO 8#3149230070 PAGE.005

President - Texas Division Southwestern Bell Telephone Company Dellas, Texas Issued: March 11, 1992 Effective: May 22, 1992 CUSTOMER SPECIFIC PRICING PLAN TARIFF
Section: 2
Sheet: 4
Revision: Original

Replacing

REGULATIONS

- 3. Obligations of Customers (Cont'd)
- 3.4 When commercial power is used for the operation of SWBT's network equipment operations located at the customer's premises, the customer will provide the necessary power wiring, power outlets and commercial power. The customer assumes all responsibility for the safe condition of the power wiring, power outlets and commercial power.
- 3.5 The customer shell notify SWBT in writing 38 days prior to the discontinuance of any service provided under this tariff.
- 3.6 Service furnished one customer may be assumed by a new customer upon due notice of cancellation or abandonment, provided there is no lapse in service. The new customer must assume all the obligations of the previous customer. Such transfers are subjected to applicable nonrecurring charges.
- 3.7 The purpose or purposes for which the Customer Specific Arrangement is to be used must be made known to SMBT at time of application for service. In the event of a planned change in use of service, the customer will notify SMBT in writing prior to the change.
- 3.8 The customer is responsible for making SMBT's facilities available periodically for maintenance purposes at a time agreeable to both SMBT and the customer. No allowence will be made for the period during which the service is interrupted for such purposes.
- The customer shell be responsible for the installation, operation and maintenance of any customer-provided terminal equipment or communications system. No combination of customer-provided terminal equipment or communications system shall require change in or alteration of the equipment or services of SMBT, cause electrical hazards to SMBT's personnel, demage to SMBT's equipment, melfunction of SMBT's billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, his celling or called party. Upon notice from SMBT that a customer-provided terminal equipment or communications system is causing such hazards, damage, melfunction or degradation of service, the customer, authorized user or joint user shall make such change as shall be necessary to remove or prevent such hazard, damage, malfunction or degradation of service.
- 3.10 The customer shall be responsible for the payment of a nenrecurring Maintenance Service Charge of \$30.00 for each repair visit to a premises of the customer, authorized or joint user or the premises of any other customer where the service difficulty or trouble results from the use of equipment or facilities provided by the customer, authorized user or joint user.

JUL 27 '95 13:24 FROM SWB AUSTIN RATES TO 8#3149230070
President - Texas Division CUSTOMER SPEC

Southwestern Bell Telephone Company

Dallas, Texas Issued: Merch 11, 1992 Effective: May 22, 1992 CUSTOMER SPECIFIC PRICING PLAN TARIFF Section: Sheet Revision: Original

PAGE. 006

Replacing

REGULATIONS

Rights of 3MBT 4.

- 4.1 Where the customer uses unsuthorized equipment, accessories, apparatus, circuit or dewice, he will be billed the amount specified in 3.9, precading, for each service call made to his premises or the premises of any other customer by reason of the use of such attachment or connection with facilities of SWBT. In addition, the customer will be held responsible for the cost incurred by SWBT for correcting any impairment of service caused by the use of such attachment or connection.
- Facilities and network equipment furnished by SWBT located on the customer's premises shall remain the property of SWBT, whose agents and 4.2 employees have the right to enter said premises at any reasonable hour for the purposes of installing, inspecting, maintaining or repairing the equipment or facilities and for the purpose of removing such facilities and equipment upon termination of the service.
- 4.3 At SWBT's option, a customer with a Customer Specific Pricing Plan arrangement may be required to execute a lease or agreement between SWBT and the customer, his affiliates end/or subsidiaries which may further define, explain, expand, limit or revise SMBT's rights and obligations and the customer's rights and obligations.

Special Charges, Fees and Taxes

There shall be added to the customer's bill for service, an additional charge equal to the pro rate share of any occupation, franchise, business, license, excise, privilege or other similar charge or tax. now or hereafter impessed upon the gross receipts or revenue of SMBT by a municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due.

The charge applicable to each customer will appear separately on the customer's regular monthly bill and shall be determined on a basis equal to the tex levied by each municipal texing body or municipal authority. The amount of charge to the customer shall be computed by dividing the tex expressed as a percentage by 100x minus the tex expressed as a percentage and multiplying the decimal thus obtained by the customer's service charges to which such tax applies as reflected by the following formula:

 $(\frac{Tax X}{(100X - Tax X)})$ × Service Charges Subject to Tax * Amount of Charge to Customer

The amount of charge to the customer will be rounded to the mearest cent.

JUL 27 '95 13:25 FROM SWB AUSTIN RATES
President - Texas Division
Southwestern Bell Telaphone Company

Dellas, Texas Issued: March 11, 1992 Effective: May 22, 1992 TO 8#3149230070 PAGE, 007

CUSTOMER SPECIFIC PRICING PLAN TARIFF Section

Sheet: Revision: Original Replacing:

REGULATIONS

Rights of SMBT (Cont'd)

4.5 Surcherge

4.5.1 General

A monthly surcharge of \$25.00 (\$25) applies to each interexchange voice grade equivalent service as follows:

- Two-Point Service One charge is applicable.
- Multi-Foint Service One charge is applicable for each local channel in excess of one.

This surcharge compensates SWBT for use of the local exchange network when Private Line Service is connected to a PBX or equivalent device which is capable of connecting the Private Line Services with local exchange service. SWBT will automatically bill the appropriate exchange service. surcharge on each voice grade equivalent service installed irrespective of whether the connection capability exists in the customer's premises equipment or in a Centrex CO-type switch unless the service is exempt from the surcharge as set forth in 4.5.2, following.

4.5.Z Exceptions to the Surcharge Application

There are two means by which the customer may be exempted from the monthly surcharge. First, if the customer certifies that the Private Line Service is terminated in a device not capable of connecting the service with local exchange service, no surcharge will apply. Second, if the customer certifies that the Private Line Service is associated with a Switched Access Service in the same LATA that is subject to Carrier Common Line Charges, no surcharge will apply.

4.5.3 Cortification

The certification will be in the form of a written notification to SWBT. The notification may be provided (1) at the time the service is ordered, or (2) at such time as the service is retermineted to a device not capable of connecting to the lecal exchange natwork, or (3) at such time as the Private Line Service becomes associated with a Switched Access Service that is subject to Carrier Common Line Charges.

If a written certification is not received at the time an order for service is placed, the surcharge will be applied. Exempt status will become affective on the date certification is received by SMBT.

Crediting the Surcherse

SWBT will came billing the surcharge when certification that the service has become exempt from the surcharge as set forth in 4.5.3, precading, is received. If the status of the service was changed prior to receipt of the exemption certification, SMBT will credit the customer's account based on the effective date of the change specified by the customer in the letter of certification. JUL 27 '95 13:25 FROM SWB AUSTIN RATES TO 8#3149230070

President - Texas Division Southwestern Bell Telephone Company Dellas, Texas Issued: March 11, 1992 Effective: May 22, 1992 CUSTOMER SPECIFIC PRICING PLAN TARIFF
Section: 2
Sheet: 7
Revision: Original
Replacing:

PAGE. 008

REGULATIONS

5. Use

- 5.1 Customer Specific Arrangements shall not be used for any purpose for which a payment or other compensation, shall be received by either the customer, authorized user or joint user, or in the collection, transmission, or delivery of any communications for others. {1}
- 5.2 Customer Specific Arrangements are furnished subject to the condition that they will not be used for any unlawful purpose. Service will be discontinued forthwith, if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service or channels are being used in violation of law. SMBT will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of the law.

{1} See Exception Footnote on Sheet 1 regarding MicroLink II - Facket Switching. JUL 27 '95 13:25 FROM SWB AUSTIN RATES TO 8#3149230070

President - Texas Division Southwestern Bell Telephone Company

Dallas, Texas Issued: March 11, 1992 Effective: May 22, 1992

PAGE.009

CUSTOMER SPECIFIC PRICING PLAN TARIFF

Section

Sheet: 8
Revision: Original Replacing:

REGULATIONS

Payment Arrengements and Credit Allowances

Applicants for service may be required to pay in advance of the establishment of service the nonrecurring charges applicable, together with any fixed charges applicable for the first month. The customer is responsible for payment of all charges for facilities and services furnished the customer or shared with an authorized user or joint user in accordance with SWBT's regular billing and collection practices.

Service may be discontinued for failure to furnish a suitable deposit when conditions appear to require SMBT to have such cradit protection, provided SMBT has furnished five days written notice to the customer requiring the customer to furnish such a deposit,

- Upon nonpayment of any sum due SMBT, or upon illegal use of any service, or upon a violation of any of the conditions governing the furnishing of a service, SMBT after five days written notice may discontinue the furnishing of said service and terminate the contract without incurring any liability.
- When at the request of SWBT, a service is temporarily surrendered by the customer, authorized user or joint user for other than maintenance purposes, credit will be allowed; the amount of which will be determined in the same manner as for an allowence for interruptions. 6.3
- In the event a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, eppropriate adjustments or refunds shall be made to the customer. The empropriate agjustments or retunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service pro rate part of the month's flat-rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service.
- If billing for SWBT's utility services are found to differ from SWBT's tariffed rates, or if SWBT fails to bill the customer for such services, a billing adjustment will be calculated by SWBT. If the customer is due a refund, an adjustment shall be made for the entire period of the overcharges. If an overcharge is adjusted by SWBT within three billing cycles of the bill in error, interest is not applicable. However, if an overcharge is not adjusted by SMBT within three billing cycles of the bill in error, interest shall be applied to the amount of the overcharge as specified in Substantive Rule 23.45(g). The rate of interest is set annually by the Commission for a twelve-month period and is based on an average of prime commercial paper rates for the previous twelve-month period. {1}

The rate of interest to be paid on customer deposits in accordance with Tex. Rev. Civ. Stat. Ann. Art. 1440s (Vernon 1989), and overbillings or underbillings in accordance with Commission Substantive Rule 23.45(g), (1) are established annually on December 1 for the subsequent calendar year by the Commission, as reflected in the Order Setting Interest Rates included in this tariff.

JUL 27 '95 13:26 FROM SWB AUSTIN RATES TO 8#3149230070
President ~ Texas Division CUSTOMER SPEC
Southwestern Bell Telephone Company

CUSTOMER SPECIFIC PRICING PLAN TARIFF Section Dallas, Texas Issued: March 11, 1992 Sheet: Revision: Original Effective: May 22, 1992 Replacing:

PAGE.010

REGULATIONS

7. Special Construction

- Rates and charges for special construction on Customer Specific Arrangements -will be based on estimated cost incurred by SNST and may include: (1) one-time service charges, (2) Maximum Termination Liabilities, (5) or combination thereof. Special construction rates and charges are in addition to rates and charges developed for the Customer Specific Arrangement 7.1 Customer Specific Arrangement.
- Special construction for Customer Specific Arrangements is that construction undertaken:
- Where facilities are not presently evailable and there is no other requirement for the facilities so constructed. 7.2.1
- 7.2.2 In advance of the normal construction on an expedited basis.
- 7.2.3 On a temporary basis until permanent facilities are available.
- No charge applies where special construction has been started prior to cancellation and it is determined by SWBT there is another requirement for the facilities.
- No charge applies where the applicant cancels an application for mervice prior to the start of special construction of facilities.
- 7.5 Where special construction on the Customer Specific Arrangement ham been started prior to customer cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the epecial construction, less not salvage, applies; except that where one or more, but not all, of the services involved in the special construction are canceled, a charge equal to the cost, less not salvage, incurred for the discontinued services applies instead. Not salvage is determined based on the value of reusable material, less cost of removal. In determining the charge, each canceled service is treated as discontinued as of the date on which it was to have been placed in service. which it was to have been placed in service.
- Special construction of facilities for a customer is considered to have mterted when SMBT incurs eny expense which would not otherwise have been incurred; provided: (1) the customer has advised SMBT to proceed with the installation, or (2) SMBT has advised the customer that in accordance with his order, it is commencing the installation.

TO 8#3149230070 JUL 27 '95 13:26 FROM SWB AUSTIN RATES PAGE 011

President - Texas Division

Southwestern Bell Telephone Company

Dallas, Texas Issued: March 11, 1992 Effective: May 22, 1992 CUSTOMER SPECIFIC PRICING PLAN TARIFF Section: 2

Sheet: 10 Revision: Original Replacing:

REGULATIONS

Public Utility Commission Notification

SWBT will provide the Commission with a letter of notification of those Customer Speedfic Arrangement Proposals, which have been accepted by a customer, at least 35 days prior to initiation of the service, letter of notification will include the following:

- Customer name and location.

- Type of service to be provided.

- The applicable rates and Meximum Termination Limbilities.

SMBT, when requested by the Commission, will provide the documentation necessary to support the development of a particular Customer Specific Arrangement Proposal.

Payment Options

SWBT will offer the following payment options to customers subscribing to Customer Specific Arrangements:

9.1 Option One

A payment option that allows the customer to pay monthly recurring rates and charges, subject to SMBT-initiated change, plus a nonrecurring charge. A Maximum Termination Liability Contract or minimum billing period will apply in those cases when, in the judgment of SWBT, there are nonrecoverable costs involved if the customer should discontinue service prior to the expiration of the lease period. These charges will be developed according to the guidelines established for Special Construction.

9.2 Option Two

A payment option that allows the customer to pay a fixed monthly rate for the Customer Specific Arrangement over a period not to exceed 60 monthm. Customers subscribing to this plan are subject to the following additional regulations:

- Customers must sign a loose for service which will remain in effect during the selected Fixed-Rate Term.
- During the lease term, the Fixed Rates are not subject to rate increases initiated by SWBT. Services not covered by the Customer Specific Arrangement lease remain subject to SWBT-initiated rate changes.
- Monthly recurring rates may be recovered through an up-front payment calculated through current present worth factors.
- A Meximum Termination Limbility Contract (or) minimum billing period will apply in these cames when in the judgment of SHBT, there are nonrecoverable costs involved if the customer should discontinue service prior to the expiration of the lesse period term.

JUL 27 '95 13:26 FROM SWB AUSTIN RATES
President - Texas Division

Southwestern Bell Telephone Company Dalles, Texas

Issued: March 11, 1992 Effective: May 22, 1992 TO 8#3149230070 PAGE.012

CUSTOMER SPECIFIC PRICING PLAN TARIFF

Sheet: 11
Revision: Original
Replacing:

REGULATIONS

9. Payment Options (Cont'd)

9.2 Option Two (Cont'd)

- Additions to the Customer Specific Arrangement, after the initial service installation has been completed, will be considered a new arrangement, subject to considerations in Paragraph 9, unless otherwise specified in the initial customer's lesse.
- Moves of Customer Specific Arrangements provided under this payment option will be performed only when technically feasible in the opinion of SMBT and based on the cost incurred.
- The customer may, at its option prior to the expiration of the existing lease, renew the lease for an additional period not to exceed 60 months. This will include the signing of a new lease. The customer will pay the newly determined plan rate at that time for the lease period.
- At the conclusion of the selected monthly plan lease, the customer must elect one of the following, subject to the payment option available at that time:
 - Convert to another existing payment option, based on the terms, conditions and rate levels that will be determined at that time.
 - Renew the lease at the terms, conditions and rate levels that will be determined for the new contract period.
 - Discontinue the service.

If the customer does not notify SMBT which option it elects by the lease expiration date, service will continue at monthly rates set in accordance with the payment option stated in 9.1, preceding.

President - Texas Division Southwestern Bell Telephone Company

CUSTOMER SPECIFIC PRICING PLAN TARIFF

Dallas, Texas Issued: January 26, 1994 Effective: February 2,1 994 Section: 2 Sheet: 12 Revision: 1st Replacing: Original

REGULATIONS

9. Payment Options (Cont'd)

9.3 Option Three

A payment option which allows the customer to pay combined Fixed and Variable monthly rates. The customer will pay the sum of both a Fixed and Variable rate for a term of 36, 48, 50, 84 or 120 months. At the conclusion of the Fixed-Rate Term, the customer will be required to renegotiate the Fixed-Rate for an additional period of 36, 48, 60, 84 or 120 months or discontinue the service. The Variable rates will apply as long as the service is provided. Customers subscribing to this payment option are subject to the following additional regulations:

- Fixed monthly rates are not subject to SWBT-initiated changes during the existing Fixed-Rate Term.
- Variable rates are subject to SWBT-initiated changes. A review of these rates will occur at least every 24 months or as specified in the customer contract for the customer specific arrangement.
 - The customer will be required to sign a lease for service which specifies the terms of the payment option.
 - Monthly recurring rates may be recovered through an up-front payment, calculated through current present worth factors.
 - A Maximum Termination Liability Contract or minimum billing period will apply in those cases when in the judgment of SWBT, there are nonrecoverable costs involved if the customer should discontinue service prior to the expiration of the lease period term.
 - Additions to the Customer Specific Arrangement, after the initial service installation has been completed, will be considered a new arrangement subject to Paragraph 9, in effect at the time of the addition, unless otherwise specified in the initial customer's lease.
 - Moves of Customer Specific Arrangements provided under this payment option will be performed only when technically feasible in the opinion of SWBT and based on the cost incurred.

10. Distance Learning

Components of customer-specific contracts used predominantly for distance learning purposes will be rated as specified in Substantive Rule \$23.93(e)

(N)

(N)

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SWBT's Individual Case Basis Procedures

To obtain DS3 service in Kansas, Missouri and Oklahoma, a customer contacts his/her Service Representative, Communications Consultant or Design Consultant and requests the number of DS3s he/she requires. At this time, an agreement (contract) is entered into between SWBT and the customer (see attached sample contract) for the provision of DS3.

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